



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-5**

July 20, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SUN VALLEY WATERSHED  
TUXFORD GREEN MULTIUSE PROJECT  
MAINTENANCE AGREEMENT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Mayor to sign the enclosed Agreement between the Los Angeles County Flood Control District and the City of Los Angeles for the Tuxford Green Multiuse Project, which provides for the City to accept ownership and assume the operation and maintenance responsibility for the pumps, stormwater separation device, cistern, irrigation system, landscaping, and passive-use facilities constructed as part of the project and also provides for the District to construct the project, perform water quality monitoring, and maintain the storm drain and catch basins constructed as part of the project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Tuxford Green Multiuse Project will be implemented as part of the Sun Valley Watershed Management Plan, approved by your Board on June 29, 2004. This project will reduce flooding at the intersection of Tuxford Street and San Fernando Road for flows up to 200 cubic-feet per second. It will also improve water quality, reuse runoff for

irrigation, provide passive-use open space, and improve aesthetics for the Sun Valley community. The District prepared plans for the project and your Board awarded the construction contract on June 20, 2006. Future phases will extend the storm drain upstream and downstream from the project location, integrating with other project components of the Sun Valley Watershed Management Plan.

The enclosed Agreement, upon project completion, provides for the City to assume ownership of; operate; and maintain the pump, stormwater separation device, cistern, irrigation system, landscaping, and passive-use facilities of the project. The Agreement also provides for the District to construct the project, perform water quality monitoring, and maintain the storm drain and catch basins constructed as part of the project.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the goal of Fiscal Responsibility by sharing annual maintenance with the City of Los Angeles.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The District will be responsible for maintenance of the storm drain components of the project as described in the enclosed Agreement. Financing for this maintenance cost is included in Fiscal Year 2006-07 Flood Control District Budget and will be provided in future fiscal years' Flood Control District budgets.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement was executed by the City of Los Angeles Board of Public Works on May 22, 2006. It has been reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

On June 29, 2004, Synopsis 108, your Board approved a Program Environmental Impact Report for the Sun Valley Watershed Management Plan. The Tuxford Green Multiuse Project is a component of the Sun Valley Watershed Management Plan and was fully evaluated in the Environmental Impact Report.

The Honorable Board of Supervisors  
July 20, 2006  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

**CONCLUSION**

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

DBS:sv

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

This Agreement, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONSTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**District**," and the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, acting by and through its Board of Public Works, hereinafter referred to as "**City**."

## W I T N E S S E T H

**WHEREAS**, **District** and **City** propose to reduce flooding, improve water quality, provide landscaping enhancements, and improve aesthetics in and around the intersection of San Fernando Road and Tuxford Street, which proposal is hereinafter referred to as "**Project**" and is formally known as the "Tuxford Green Multiuse Project, Phase I"; and

**WHEREAS**, **Project** will capture and convey up to 200 cubic feet per second of stormwater runoff generated upstream of the intersection of San Fernando Road and Tuxford Street. The capture and conveyance system will consist of catch basins and storm drains extending approximately 800 feet along both San Fernando Road and Tuxford Street, and a burper structure to discharge flows into the existing culvert under the Golden State Freeway. The **Project** also includes a pump, stormwater separation device, cistern, irrigation system, native landscaping, interpretive signage, a seating area, and other passive use amenities; and

**WHEREAS**, **Project** is entirely within the City of Los Angeles right of way; and

**WHEREAS**, **Project** is of general interest to **District** and **City**, and will improve the quality of life for residents, reduce flooding, and improve aesthetics in the **Project** area; and

**WHEREAS**, **District** and **City** are cooperating in the maintenance of the improvements, as more fully set forth herein, and

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by **District** and **City**, and of the promises herein contained, it is hereby agreed as follows:

## ARTICLE 1 - DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

<b>City:</b>	The City of Los Angeles, acting by and through its Board of Public Works
<b>District:</b>	The Los Angeles County Flood Control District
<b>M-Manual:</b>	The maintenance manual that describes detailed operation and maintenance of the Project
<b>Parties:</b>	City and District
<b>Project:</b>	Design, construction, operation, and maintenance of the Tuxford Green Multiuse Project

## SECTION I

### City AGREES:

- A. Upon acceptance of the **Project** by **City** and throughout the term of this Agreement and at no cost to **District**, to accept ownership of the pump, stormwater separation device, cistern, irrigation system, landscaping, and passive use facilities of **Project**, including the electrical and mechanical components of that system, in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
- B. Upon completion of construction and throughout the term of this Agreement and at no cost to **District**, to assume the following responsibilities to operate and maintain the pump, stormwater separation device, cistern, irrigation system, landscaping, and passive use facilities of **Project**, including the electrical and mechanical components of that system, in good condition and in perpetuity:
  1. To provide operation and maintenance pump facility, stormwater separation device, cistern, irrigation system, landscaping, and passive use facilities of **Project** per **M-Manual**
  2. To maintain the electrical and mechanical components of **Project**, including, but not limited to, electrical lines, pumps, valves, gates, and irrigation system per **M-Manual**.
  3. To pay for utility costs associated with the operation of the **Project**.

4. To repair or replace all damaged items related to the pump, stormwater separation device, cistern, irrigation system, landscaping, and passive use facilities as described in **M-Manual**, excluding those maintained by **District**, within a reasonable time frame.
5. To provide **District** with contact information for person(s) responsible for the maintenance activities set forth in this Agreement.
6. To coordinate and communicate maintenance activities as it relates to **Project** with **District**.
7. To handle community relations; respond to public inquiries, complaints, etc. related to the pump, stormwater separation device, cistern, irrigation system, landscaping, and passive use facilities of **Project**.

## SECTION II

### District AGREES:

- A. To prepare plans and specifications, to perform contract administration, and to perform or oversee the construction and inspection for **Project**, at the **District's** cost, as more fully set forth in this Agreement.
- B. To construct **Project** based on the **City** and **District** approved plans and specifications to enable the safe operation and maintenance of **Project**.
- C. To prepare and obtain, as a lead agency, any necessary supplemental environmental documents as required under the California Environmental Quality Act for **Project** construction and as agreed upon by **City**. The **District** adopted a Program Environmental Impact Report for the Sun Valley Watershed Management Plan on June 29, 2004, which includes a description of the **Project**.
- D. To approve or disapprove of any requested changes in work to **Project** within ten (10) working days of receipt of written request from **City**. In the event of a disagreement, the issue shall be referred to sequentially higher administrative or political positions within **City** and **District** until the issue is resolved.
- E. To retain ownership of the catch basin and storm drain portion of **Project** in perpetuity, unless transfer thereof is made to the State or other

appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.

- F. To perform water quality monitoring of **Project**.
  - 1. Provide water quality data attained from monitoring of **Project** to **City** to allow for effective maintenance of **Project** per **M-Manual**.
- G. To make changes to the final plans and specifications for **Project** necessitated by unforeseen or unforeseeable field conditions encountered during construction. These changes shall be coordinated with and approved by **City**.
- H. To assume the following responsibilities to maintain **Project** in good condition, upon completion of construction, throughout the term of this Agreement and at no cost to **City**:
  - 1. Provide maintenance and operation of flood control facilities of **Project**, including the repair of damaged storm drains and periodic removal of sediment from sump.
  - 2. Coordinate and communicate maintenance activities as it relates to **Project** with **City**.

### SECTION III

#### IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Each party shall have no financial obligation to the other party under this Agreement, except as herein expressly provided.
- B. Each party shall keep, inspect, and maintain the **Project**, as set forth in this Agreement, in a safe, clean, and orderly condition.
- C. **Project** will be constructed following approval of the County of Los Angeles Board of Supervisors, in its capacity as governing body of the **District**, and **District** issuance of construction notice to proceed.
- D. Upon **City** acceptance of this Agreement, **City** hereby grants **District** permission to permanently use **City**-owned right of way necessary for the construction, maintenance, and monitoring of **Project**, as set forth in this Agreement, at no cost to **District**.
- E. During construction of **Project**, **District** shall furnish an inspector for **Project**. **City** may also furnish, at no cost to **District**, an inspector or

other representative to inspect construction of **Project**. Said inspectors shall cooperate and consult with each other. **City** inspector shall not issue any directive(s) to the contractor, but shall work through **District** inspector. The orders of **District's** inspector to the contractor or any other person in charge of construction shall prevail and be final. In the event of a disagreement, the issue shall be referred to sequentially higher administrative or political positions within **City** and **District** until the issue is resolved.

- F. **District** is not held accountable for the expense of relocation, alteration, and modification of components of **Project** maintained by **City** following acceptance of **Project** by **City**.
- G. This Agreement may be amended or modified only by mutual written consent of **District** and **City**.
- H. Neither **District** nor any officer or employee of **District** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **City** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **City** under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **City** shall fully indemnify, defend, and hold **District** harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of **City** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **City** under this Agreement.
- I. Neither **City**, nor any officer or employee of **City**, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **District** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **District** under this Agreement. It is also understood and agreed that pursuant to Government Code, Section 895.4, **District** shall fully indemnify, defend, and hold **City** harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of **District** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **District** under this Agreement.
- J. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury cause by any act or omission in the performance of this Agreement to the same extent that



such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- K. **City** understands and agrees that all persons retained by **City**, or **City** force accounts furnishing services to **District** pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of **City**. **City** shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of **City** pursuant to this Agreement.
- L. The provisions of the Agreement shall be interpreted and enforced pursuant to the laws of the State of California.
- M. Any correspondence, communication or contact concerning this Agreement shall be directed to the following:

**City:**

Ms. Rita Robinson  
Director of Bureau of Sanitation  
City of Los Angeles, Department of Public Works  
1149 S Broadway, 10th Floor  
Los Angeles, CA 90015

**District:**

Mr. Donald L. Wolfe  
Chief Engineer  
Los Angeles County Flood Control District  
P.O. Box 1460  
Alhambra, CA 91802-1460

## ACKNOWLEDGEMENTS

**IN WITNESS WHEREOF** the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by the Executive Officer of the Board of Supervisors and said CITY OF LOS ANGELES has hereunto subscribed the names of their authorized representatives.

FOR THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
A body corporate and politic:

By: \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the Board of Supervisors of  
the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FOTER, JR.

By: [Signature]  
Deputy

FOR THE CITY OF LOS ANGELES, a municipal corporation,  
Acting by and through its Board of Public Works

By: Cynthia M. Ruiz  
Cynthia M. Ruiz, President  
Date: May 22, 2006

By: James A. Gibson *by S.D.C.*  
James A. Gibson, Executive Officer  
Date: March 31, 2006

APPROVED AS TO FORM:  
Rockard J. Delgadillo, City Attorney

By: Christopher M. Westhoff  
Christopher M. Westhoff, Assistant City Attorney

Attest: Frank T. Martinez, City Clerk

By: [Signature]  
Deputy

